REMARKS

Claims 1-48 were presented for examination and were rejected. Applicants are hereby amending claims 1, 5, 15, 21, 35, 39, 41, 45, and 48. Support for all amendments is found in the application as originally filed. Reconsideration of this application as amended, and allowance of all claims herein, claims 1-48 as amended, are hereby respectfully requested.

In his Office Action Summary, items 4 and 6, the Examiner indicated that he was rejecting claims 1-47. This should be corrected to read that the Examiner is rejecting claims 1-48.

In his fourth paragraph, the Examiner rejected claims 1-40 under 35 U.S.C. §102(e) as being anticipated by Godfrey.

As amended, claims 1-40 all recite that an executable software program is transmitted to the browser from a remote location, to initiate the digital signing process.

These two recitations are not suggested by Godfrey. Godfrey does not send an executable software program anywhere. Rather, Godfrey's "unit 106 generates markup language data 119 that includes embedded transaction initialization data along with form data to the independent proxy 110. The independent proxy 110 then applies a digital signature and sends this information out as form data with embedded digital initiation data 122". Column 4 line 65 through column 5 line 3 (emphases added). The fact that Applicants' trigger for initiation of the digital signature is an executable computer program, rather than a simple static flag (data) as in Godfrey, gives Applicants a much more powerful digital signature initialization tool than Godfrey.

The Examiner's comment in the sixth paragraph of his Office Action that "The limitation 'the signing interface adapted to be invoked by an executable software program transmitted to the browser from the remote location' is met by the application transmitted from the remote web server (unit 106 in Fig. 1)" is traversed. Godfrey's application is

not transmitted anywhere; only data (not executable code) from the application is transmitted (from unit 106 to unit 108).

Secondly, in Godfrey, the initiation flag is sent to digital signature initiation data detector 116 (col. 5 lines 13-19), which is invariant regardless of how many browsers 104, 140 are connected to the network (col. 4 lines 42-50). In the present invention, on the other hand, the executable software program is sent all the way to each browser (analogous to Godfrey's 104) that is coupled to the network. This advantageously permits for individualized processing of the initialization information that is contained in the executable software program.

Further with respect to dependent claim 2, Godfrey does not suggest the recited signing interface library or the API.

Further with respect to dependent claims 2-4, Godfrey does not suggest the recited applet.

Further with respect to dependent claims 5-7, Godfrey does not suggest the recitation that the signing interface comprises a signing plug-in.

Further with respect to claim 6, Godfrey does not suggest the recited <EMBED>tag.

Further with respect to claim 7, Godfrey does not suggest the recited <OBJECT>tag.

Further with respect to dependent claim 11, Godfrey does not suggest the recitation that the signing module is a smart card subsystem.

Further with respect to dependent claim 12, Godfrey does not suggest the recitation that the digitally signed data includes card and signature security data.

Further with respect to dependent claims 13-15, Godfrey does not suggest the recitation that the signing interface is obtained from a trusted entity.

Further with respect to claim 15, Godfrey does not suggest the recited financial institution.

Further with respect to dependent claims 16-20, Godfrey does not suggest the recitation that the signing interface comprises a user interface. The only user interface mentioned in Godfrey is one associated with a browser 104 (col. 7 lines 56-57).

Further with respect to dependent claim 17, Godfrey does not suggest the recitation that the user interface obtains a human user's approval to sign the data prior to the signing interface obtaining the digital signature from the signing module. In the embodiment of Godfrey where user input is sought, proxy 108 digitally signs the form document data, and then the user has a chance to review it (col. 7 lines 49-67).

Similar observations can be made with respect to dependent claims 22-40, mutatis mutandis.

For the above reasons, the Examiner is requested to withdraw his rejection of claims 1-40; and to allow these claims as amended.

In his thirteenth paragraph, the Examiner rejected claims 41-48 under 35 U.S.C. §103(a) as being unpatentable over Godfrey in view of Gibbs.

All of claims 41-48 contain the recitation that the browser is supplied with an executable software program (claims 41-44) or an executable computer program (claims 45-48) from the second-customer computer system.

As discussed above, Godfrey does not suggest the use of an executable software or computer program for purposes of initiating a digital signature or otherwise; nor does Godfrey suggest that the initiation trigger is sent to the browser. Gibbs does not suggest these recitations either.

Furthermore, claims 41-48 all recite a four corner model comprising a root entity, a first financial institution, a second financial institution, a first customer, and a second customer. This recitation is not suggested by the cited references, taken alone or in combination. "Root entity" is defined on page 5 lines 10-12 of the present specification as "typically an organization that establishes and enforces a common set of operating rules for facilitating electronic commerce and electronic communications". Applicants'

root entity, first financial institution, and second financial institution are not suggested in the cited references. The Examiner's statement in the fourteenth paragraph of his Office Action that the first participant (now the "first financial institution" in the amended claims) and the second participant (now the "second financial institution" in the amended claims) are met by items 104 and 106 of Godfrey is traversed. Items 104 and 106 are analogous to Applicants' first customer and second customer, respectively. Godfrey does not suggest financial institutions.

In Gibbs, "requests for service" are vaguely described at col. 6 line 46 through col. 7 line 12. However, Gibbs does not suggest claim 41's recitation of "coupled to the invoking means, means for determining whether to request a system service; coupled to the determining means, means for creating a service request for the system service; coupled to the creating means, means for transmitting the service request; coupled to the transmitting means, means for receiving a response to the service request." Similar comments can be made with respect to the other independent claim in the rejected claim set, claim 45.

Furthermore, one of ordinary skill in the art would not be tempted to combine Gibbs, which is directed to adapted digital signatures providing temporary or restricted privileges for particular electronic services, with Godfrey, which is directed to the use of independent proxies used to detect embedded signature initialization data in data to be digitally signed.

Further with respect to dependent claims 43, 44, 47, and 48, the references, whether taken alone or in combination, do not suggest the recited warranty. In his seventeenth paragraph, the Examiner has stated that it is well known in the art of Internet transactions to provide a warranty is response to a service request. However, the Examiner has not cited any evidence for this proposition. If the Examiner wishes to maintain his rejection of claims 43, 44, 47, and 48, it is incumbent that he provide an appropriate prior art reference directed to such a warranty.

For the above reasons, the Examiner is requested to withdraw his rejection of claims 41-48; and to allow these claims as amended.

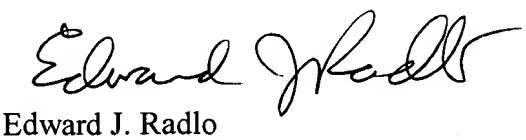
In his eighteenth paragraph, the Examiner rejected claims 11, 12, 31, and 32 under 35 U.S.C. §103(a) as being unpatentable over Godfrey in view of Dancs.

Amended claims 11, 12, 31, and 32 all contain the recitation that an executable software program is transmitted to the browser from a remote location. As discussed above, Godfrey does not suggest that the digital signature initialization means comprises an executable software program; nor does Godfrey suggest that the initialization means is sent to the browser. Dancs likewise does not suggest these recitations.

The cited references, whether taken alone or in combination, do not suggest the recitations of claims 11, 12, 31, and 32. Therefore, the Examiner is requested to withdraw his rejection of claims 11, 12, 31, and 32; and to allow these claims as amended.

Applicants believe that this application is now in condition for allowance of all claims herein, claims 1-48 as amended, and therefore an early Notice of Allowance is respectfully requested. If the Examiner disagrees or believes that, for any other reason, direct contact with Applicants' attorney would help advance the prosecution of this case to finality, he is invited to telephone the undersigned at the number given below.

Respectfully submitted,



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